

RENTAL AGREEMENT

DAY <u>MONDAY</u>		DATE <u>JULY 30, 03</u>	
CUSTOMER'S NAME <u>MURPHY MARINE SERVICES</u>			
STREET ADDRESS _____			
CITY _____		STATE _____	
JOB ADDRESS <u>PORT OF WILMINGTON</u>			
EQUIPMENT USED <u>140 RO</u>	CAPACITY <u>150 T</u>	EQUIP. NO. <u>FAVN</u>	
NOTE SEE OTHER SIDE	FEET OF MAIN BOOM <u>120'</u>	FEET OF JIB	

RELEASE

Lessor agrees to supply the above equipment and necessary personnel to operate same under direct and sole supervision of the Lessee for an eight (8) hour minimum day (8:00-4:30). Lessee agrees to hold lessor harmless for loss, damage and expense resulting from the operation of the above mentioned equipment either bodily injury or property damage including damage or loss to the equipment leased hereby, and agrees to defend lessor from all suits resulting from above operation. The lessee further agrees to maintain Public Liability Insurance in the amount of \$500,000 for bodily injuries and \$250,000 for property damage in favor of Active Crane Rentals, Inc., covering the operation of the above equipment.

Authorized Signature X _____

OPERATOR'S NAME <u>MAO CO / PO</u>	MAN HOURS
OILER'S NAME	MAN HOURS

STARTING TIME <u>06:00</u>	FINISHING TIME <u>6:00 PM</u>	EQUIP. HOURS
-------------------------------	----------------------------------	--------------

I Certify the Above to be Correct - Min. Day - 8 Hrs.

Authorized Signature X _____

Remarks: WORKING HRS. 0700-1200 1300-1800

ACTIVE CRANE RENTALS, INC.

103 WATER ST. NEWPORT, WILMINGTON, DELAWARE 19804
(302) 998-1000 FAX: (302) 999-8789 www.ACTIVECRANE.com

CONDITIONS

CUSTOMER UPON SIGNING THIS TICKET, ACCEPTS AND AGREES TO THE CONDITIONS AS SET FORTH HEREON

STANDARD FULL DAILY RENTAL RATES APPLY ON ALL RENTALS WHICH ARE ON A "PORTAL TO PORTAL" BASIS AT OUR YARD.

A DAY CONSTITUTES THE TIME BETWEEN THE HOURS OF 8:00 A.M. AND 4:30 P.M., LESS THE CUSTOMARY HALF-HOUR LUNCH PERIOD. IN NO CASE WILL CHARGES BE ADJUSTED TO A LOWER FIGURE THAN THE STANDARD DAILY RATE APPLYING.

THERE ARE NO "PORTION OF DAY" RENTALS

TIME CONSUMED PRIOR TO 8:00 A.M. AND/OR AFTER 4:30 P.M. CONSTITUTES OVERTIME AND AS SUCH IS CHARGABLE IN PROPORTION TO THE DAILY RATE. IN ADDITION TO WHICH, THE OPERATOR AND OILER ARE ENTITLED TO OVERTIME IN COMPLIANCE WITH ESTABLISHED UNION REGULATIONS AND PROCEDURES. ALL SUCH EXTRA CHARGES ARE FOR ACCOUNT OF THE CUSTOMER.

WHEN EQUIPMENT IS ORDERED BY A CUSTOMER AND THE JOB EXTENDS BEYOND ONE DAY, ALL SUCCEEDING WORK DAYS START AT 8:00 A.M. AT THE JOB SITE. ON THE FIRST DAY OF RENTAL, TIME SHALL BE FIGURED TO "PORTAL" DELIVERY AT OUR YARD.

CREW TO BE PAID OVERTIME IF CRANE WORKS BETWEEN 12 NOON AND 12:30 P.M.

TERMS: NET CASH. ACCOUNTS IN ARREARS MORE THAN 30 DAYS WILL BEAR INTEREST AT THE HIGHEST LAWFUL RATE. IN THE EVENT THE ACCOUNT IS REFERRED TO AN ATTORNEY, CUSTOMER IS TO PAY REASONABLE COLLECTION AND COURT COSTS.